

1 MICHAEL COSENTINO, ESQ., State Bar No. 83253
2 Attorney at Law
3 P.O. Box 129
Alameda, CA 94501
Telephone: (510) 523-4702

4 Attorney for Plaintiff
United States of America

FILED
08 JUN 25 PM 5:03
THOMAS J. COSENTINO
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

E-filing

5
6
7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE NORTHERN DISTRICT OF CALIFORNIA

SLM

10 UNITED STATES OF AMERICA,
11 Plaintiff,



Case No.

3088

12 v.

COMPLAINT

(Student Loan\Debt Collection Case)

13 JAMES S. SAMPSON,

14 Defendant(s).
15 _____/

Plaintiff, through its attorney, alleges:

- 16 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section
17 1345.
18 2. Defendant resides in the Northern District of California.
19 3. Defendant owes plaintiff \$750.00, plus additional interest according to the
20 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

21 WHEREFORE, plaintiff demands judgment against defendant for the sum of
22 \$750.00, additional interest to the date of judgment, attorney's fees in the amount of
23 33.33% of the debt, and court costs.

24
25 Date: June 23, 2008

26 LAW OFFICE OF MICHAEL COSENTINO
27 By: MICHAEL COSENTINO
28 Attorney for the Plaintiff
United States of America

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

JAMES S. SAMPSON
AKA: N/A
4792 DAVENPORT AVE.
OAKLAND, CA. 94619

SSN: 7809

Total debt due United States as of 10/02/97 : \$ 1,862.08

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$ 750.00 from 10/02/97 at the annual rate of 7.00 percent. Interest accrues on the principal amount of this debt at a rate of \$ 0.14 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 02-06-75, the debtor executed promissory note(s) to secure the loan(s) from BANK OF AMERICA, N.T. & S.A., SAN FRANCISCO, CALIFORNIA, under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 03-20-78 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$ 0.00 thereby increasing the principal balance due to \$ 750.00.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following :

Principal:	\$ 750.00
Interest:	\$ 1,025.08
Administrative/ Collection Costs:	\$ 87.00
Penalties:	\$ 0.00

CERTIFICATION: Pursuant to 28 U.S.C. Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

10/9/97
(Date)



Loan Analyst-Litigation Branch